

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**ANKUR P. TRIVEDI,**

**Plaintiff,**

**vs.**

**LIBERTY MUTUAL HOLDING  
COMPANY, INC. d/b/a LIBERTY  
MUTUAL INSURANCE COMPANY  
and/or LIBERTY MUTUAL GROUP**

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

**CIVIL ACTION FILE NO.:**

---

**DEFENDANT LIBERTY MUTUAL HOLDING COMPANY, INC. d/b/a  
LIBERTY MUTUAL INSURANCE COMPANY AND/OR LIBERTY  
MUTUAL GROUP'S NOTICE OF REMOVAL**

COMES NOW Liberty Mutual Holding Company, Inc. d/b/a Liberty Mutual Insurance Company ("LMHC") and/or Liberty Mutual Group ("LMG"), and files their Notice of Removal pursuant to Fed. R. Civ. P. 81(c) and 28 U.S.C. §§ 1441 and 1446(a) and (b).

1.

The Plaintiff filed a civil action against LMHC and LMC in the Superior Court of Gwinnett County, Georgia, Civil Action File No. 23-A-05700-1, (the "underlying action") which is located within the Atlanta Division of the United States District Court for the Northern District of Georgia. See 28 U.S.C. § 90(a)(2).

2.

The Plaintiff filed his Complaint in the underlying action on or about July 3, 2023. (Exhibit “A”, Complaint.) The Summons and Complaint was served on Liberty Mutual on or about July 10, 2023. (Id.)

3.

In their Complaint, Plaintiff alleges that “[a]t all times relevant, Mr. Trivedi has been a resident of the State of Georgia.” (Ex. A, Complaint, ¶ 1.) Plaintiff further alleges that his cause of action arises from an underlying grievance against him with the State Bar of Georgia for the unauthorized practice of law. (Id. at ¶ 8.) The Plaintiff is a citizen of the State of Georgia.

4.

Liberty Mutual Holding Company, Inc. is a holding company that is not registered to do business in Georgia. Liberty Mutual Insurance Company is an insurance company organized is an insurance company organized and existing under the laws of the State of Massachusetts, with its principal place of business located at 175 Berkeley Street, Boston, Massachusetts. Liberty Mutual Group, Inc. is an insurance company organized and existing under the laws of the State of Massachusetts, with its principal place of business located at 175 Berkeley Street,

Boston, Massachusetts. There is no evidence that either Plaintiff is a citizen of either Massachusetts.

5.

Therefore, at the time of removal, the Complaint asserts claims by one citizen of the State of Georgia against only non-citizen Defendants, and there is complete diversity of citizenship.

5.

In the Complaint, Plaintiff alleges that he is entitled to recover from Defendant \$21,450 for attorney's fees and bad faith in the amount of \$150,000. (Complaint, ¶¶ 21 and 24.) Based on the foregoing, the Plaintiff seeks recovery in an amount which exceeds \$75,000.00, exclusive of interest and costs.

6.

This is a civil action of which this Court has original jurisdiction under the provisions of 28 U.S.C. § 1332 based on complete diversity of citizenship among the parties, where the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, and which may be removed to this Court pursuant to 28 U.S.C. § 1441.

7.

The Plaintiff filed the Complaint in the underlying action on July 3, 2023. The

Plaintiff served the Defendant July 10, 2023.

8.

This Notice of Removal is filed within thirty (30) days of the date of service of the Complaint on Defendants.

9.

Defendant attaches as Exhibit “A” to this original pleading only, the entire record in the Superior Court of Gwinnett County, Georgia action.

10.

The undersigned has read this Notice of Removal, and to the best of the undersigned’s knowledge, information and belief, formed after reasonable inquiry, it is well-grounded in fact and is warranted by existing law, and it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.

WHEREFORE, Defendants hereby removes this action to the United States District Court for the Northern District of Georgia, Atlanta Division.

Respectfully submitted this 9th day of August 2023.

ISENBERG & HEWITT, P.C.

/s/ Hilary W. Hunter

Hilary W. Hunter

Georgia Bar No. 742696

600 Embassy Row, Suite 150  
Atlanta, Georgia 30328  
(770) 351-4400 Telephone  
(770) 828-0100 Facsimile  
**Attorney for Defendants**

# EXHIBIT A

Civil Action No. 23-A-05700-1  
 Date Filed July 03, 2023

Magistrate Court ☐  
 Superior Court ☒  
 State Court ☐  
 Georgia, Gwinnett County

Ankur P. Trivedi

Attorney's Address

Jay F. Eide, Esq.  
GRIKE

1960 Satellite Blvd Ste. 2000  
Duluth, GA 30091  
 Name and Address of party to be served.

Liberty Mutual c/o Corp. Serv. Co.  
2 Sun Court, Ste. 400  
Peachtree Corners, GA 30092

Plaintiff

VS.

Liberty Mutual Holding Corp.

Defendant

Garnishee

Sheriff's Entry Of Service

Personal ☐

I have this day served the defendant \_\_\_\_\_ personally with a copy of the within action and summons.

Notorious ☐

I have this day served the defendant \_\_\_\_\_ by leaving a copy of the action and summons at his most notorious place of abode in this County.

Delivered same into hands of \_\_\_\_\_ described as follows  
 age, about \_\_\_\_\_ years; weight, about \_\_\_\_\_ pounds; height, about \_\_\_\_\_ feet and \_\_\_\_\_ inches; domiciled at the residence of defendant.

Corporation ☒

Served the defendant Liberty Mutual a corporation  
 by leaving a copy of the within action and summons with Alanna Smith  
 in charge of the office and place of doing business of said Corporation in this County.

Tack & Mail ☐

I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit, and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

Non Est ☐

Diligent search made and defendant \_\_\_\_\_ not to be found in the jurisdiction of this Court.

This 10 day of July, 2023

Sheriff Docket \_\_\_\_\_ Page \_\_\_\_\_

J. Williams  
201135  
 Deputy

Gwinnett County, Georgia

WHITE: Clerk

CANARY: Plaintiff / Attorney

PINK: Defendant

IN THE SUPERIOR COURT OF GWINNETT COUNTY

STATE OF GEORGIA

**ANKUR P. TRIVEDI**

CIVIL ACTION 23-A-05700-1

NUMBER: \_\_\_\_\_

PLAINTIFF

VS.

**LIBERTY MUTUAL HOLDING COMPANY, INC.**

**c/o CSC, 2 Sun Court, Ste. 400**

**Peachtree Corners, GA 30092**

DEFENDANT

**SUMMONS**

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:


**Jay F. Eidex, Esq.  
Groth, Makarenko, Kaiser & Eidex, LLC  
1960 Satellite Blvd., Ste. 2000  
Duluth, GA 30097**

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

3rd day of July, 2023

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Tiana P. Garner  
Clerk of Superior Court

By  \_\_\_\_\_  
Deputy Clerk

INSTRUCTIONS: Attach addendum sheet for additional parties if needed, make notation on this sheet if addendum sheet is used.



## IN THE SUPERIOR COURT OF GWINNETT COUNTY

## STATE OF GEORGIA

ANKUR P. TRIVEDI,

Plaintiff

Vs.

LIBERTY MUTUAL HOLDING  
COMPANY, INC. d/b/a LIBERTY MUTUAL  
INSURANCE COMPANY and/or LIBERTY  
MUTUAL GROUP,

Defendant

CIVIL ACTION FILE NO.

23-A-05700-1

COMPLAINT FOR DAMAGES

COMES NOW, Ankur P. Trivedi ("Plaintiff" or "Mr. Trivedi"), by and through the undersigned attorney, and files his first-party Complaint against Liberty Mutual Holding Company, Inc. doing business as Liberty Mutual Insurance Company and/or Liberty Mutual Insurance Group (collectively, "Defendant" or "Liberty Mutual") for breach of contract and bad-faith handling of a claim showing the Court as follows:

I. PARTIES, JURISDICTION, AND VENUE

1.

At all times relevant, Mr. Trivedi has been a resident of the State of Georgia.

2.

Liberty Mutual Holding Company, Inc. ("LMHC") is a foreign corporation with its principal place of business at 175 Berkeley Street, Boston, Massachusetts 02116. Liberty Mutual regularly conducts business in Georgia in the sale of automobile and homeowners' insurance policies.

3.

Liberty Mutual Holding Company, Inc. operates in Georgia under the trade names Liberty Mutual Insurance Company (“LMIC”) and/or Liberty Mutual Group (“LMG”). Liberty Mutual may be served in Georgia through its registered agent: Corporation Service Company, 2 Sun Court, Suite 400, Peachtree Corners, GA 30092.

4.

Jurisdiction is proper in Gwinnett County.

5.

Venue is proper in Gwinnett County.

6.

Venue is improper in the Northern District of Georgia. See, Mallory v. Norfolk Southern R. Co., WL 4187749 (Sup. Ct., 6/27/2023); O.C.G.A. § 14-2-1501, § 14-2-510.

## II. BACKGROUND FACTS

7.

Mr. Trivedi was a named insured under a Liberty Mutual homeowners’ policy<sup>1</sup> for his residence at 1725 Arbor Gate Dr., Lawrenceville, GA 30044<sup>2</sup>.

8.

---

<sup>1</sup> Policy Number: H65-258-257166-70 2 2.

<sup>2</sup> The 1725 Arbor Gate property has since been sold, and the homeowners’ policy has been cancelled.

On October 31, 2021, C. Napoleon Barnwell (“Barnwell” or “underlying plaintiff”) filed suit against Mr. Trivedi alleging defamation for filing a grievance against him (Barnwell) with the State Bar of Georgia for the unauthorized practice of law<sup>3</sup>.

9.

Promptly after being served with the summons and complaint, and pursuant to his insuring agreement, Mr. Trivedi notified Liberty Mutual of a lawsuit.

10.

On or about December 06, 2021, Mr. Trivedi received a telephone call from Tanya Van Hove, a Sr. Casualty Claims Resolution Specialist, to discuss the claim and request relevant documents.

11.

On December 06, 2021, Mr. Trivedi emailed Tanya Van Hove a copy of the Summons, Complaint, and other documents served on him by Barnwell.

12.

On December 09, 2021, Mr. Trivedi received an email from Tanya Van Hove indicating that Liberty Mutual was conducting a coverage investigation.

13.

On December 21, 2021, Mr. Trivedi received an email from Tanya Van Hove indicating that Liberty Mutual was still conducting a coverage investigation.

---

<sup>3</sup> C. Napoleon Barnwell v. Ankur Pankaj Trivedi, Superior Court of Gwinnett County, CAFN: 21-A-08521-1.

14.

Liberty Mutual did not offer to provide a defense under a reservation of rights, did not move for declaratory relief, and did not otherwise contact Mr. Trivedi regarding his claim.

III. BREACH OF CONTRACT AND BAD-FAITH

15.

Plaintiff incorporates the above paragraphs as if fully restated herein.

16.

Mr. Trivedi paid premiums to Liberty Mutual for his homeowners' policy.

17.

Mr. Trivedi was owed certain duties under his insuring agreement with Liberty Mutual.

18.

Liberty Mutual was required to provide Mr. Trivedi a defense under the terms of the insuring agreement.

19.

Liberty Mutual's failure to provide a defense is a breach of the insuring agreement.

20.

Liberty Mutual's breach of contract resulted in damages, to wit: attorney's fees in retaining private counsel to defense Mr. Trivedi in the underlying action.

21.

Liberty Mutual is liable to Mr. Trivedi for attorney's fees incurred in the underlying action in the amount of \$21,450.00.

22.

Liberty Mutual's failure to take any action concerning Mr. Trivedi's claim amounts to a bad-faith handling of a claim. O.C.G.A. § 33-4-6.

23.

Under O.C.G.A. § 33-4-6, "...the insurer shall be liable to pay such holder, **in addition to the loss**, not more than **50 percent of the liability of the insurer for the loss**...and all reasonable attorney's fees for the prosecution of the action against the insurer."

24.

Liberty Mutual is liable to Mr. Trivedi for damages under O.C.G.A. § 33-4-6 resulting from its bad-faith handling of a claim, in the amount of \$150,000.

25.

Liberty Mutual is liable to Mr. Trivedi for attorney's fees in the prosecution of this action against his insurer under O.C.G.A. § 33-4-6.

#### IV. STUBBORN LITIGATION AND ATTORNEY'S FEES

26.

Plaintiff incorporates the above paragraphs as if fully restated herein.

27.

Prior to filing this action, Plaintiff issued a 30-day, time-limited demand to Liberty Mutual.

28.

The demand was received by Liberty Mutual by USPS Certified Mail on May 02, 2023.

29.

Liberty Mutual did not respond to Plaintiff's pre-suit demand.

30.

Liberty Mutual's failure to take any action at any stage of this process has forced Plaintiff to prosecute the instant lawsuit.

31.

Liberty Mutual's failure to settle this claim has forced Mr. Trivedi to incur additional attorney's fees and costs.

32.

Liberty Mutual is liable to Mr. Trivedi for attorney's fees and costs in the prosecution of this action, under each O.C.G.A. § 33-4-6 and § 13-6-11, in addition to fees awarded under any other applicable code section.

33.

Plaintiff has served with the Summons and Complaint, Plaintiff's First Interrogatories, Request for Production of Documents, and Request for Admissions, and Plaintiff's Rule 30(b)(6) Notice of Videotaped Deposition of Corporate Representative.

WHEREFORE, Mr. Trivedi respectfully requests that,

- (i) Summons be issued to the named Defendant;
- (ii) This matter be heard before a jury of twelve;
- (iii) This Court enter judgment against Defendant and in favor of Plaintiff; and
- (iv) Grant such other and further relief as may be deemed just and proper.

Respectfully submitted, this 3<sup>rd</sup> day of June, 2023.



---

Jay F. Eidex  
GA Bar No. 242397  
*Attorney for Plaintiff*

**GROTH, MAKARENKO, KAISER & EIDEX**  
One Sugarloaf Centre  
1960 Satellite Blvd.  
Suite 2000  
Duluth, GA 30097  
(770) 904-3590  
[je@gmke.law](mailto:je@gmke.law)

**LOCAL RULE 7.1 CERTIFICATE**

The undersigned counsel hereby certifies that this pleading was prepared with one of the font and point selections approved by the Court in L.R. 5.1.C. Specifically, Times New Roman was used in 14 point.

/s/ Hilary W. Hunter

Hilary W. Hunter

Georgia Bar No. 742696

Isenberg & Hewitt, P.C.

600 Embassy Row, Suite 150

Atlanta, Georgia 30328

770-351-4400 - T

**Attorney for Defendants**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**ANKUR P. TRIVEDI,**

**Plaintiff,**

**vs.**

**LIBERTY MUTUAL HOLDING  
COMPANY, INC. d/b/a LIBERTY  
MUTUAL INSURANCE COMPANY  
and/or LIBERTY MUTUAL GROUP**

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

**CIVIL ACTION FILE NO.:**

\_\_\_\_\_

---

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on August 9, 2023, she electronically filed a copy of Defendant Liberty Mutual Holding Company, Inc. d/b/a Liberty Mutual Insurance Company and/or Liberty Mutual Group's Notice Of Removal with the United States District Court's Clerk of Court using the CM/ECF system, which will automatically send e-mail notification of such filing to the following attorneys:

Jay F. Eidex  
Growth, Makarenko, Kaiser & Eidex  
[je@gmke.law](mailto:je@gmke.law)

ISENBERG & HEWITT, P.C.

/s/ Hilary W. Hunter  
Hilary W. Hunter  
Georgia Bar No. 742696  
600 Embassy Row, Suite 150

Atlanta, GA 30328

770-351-4400 - O

770-828-0100 - F

**Attorney for Defendants**